

Thomson Holidays -Flight Conditions of Carriage



FLIGHTS CONDITIONS OF CARRIAGE

Below you'll find the Conditions of Carriage for Thomson Airways. There are also links showing you where to find Conditions of Carriage for the other airlines you might fly with when you travel with us. Please read through the relevant conditions for your flights before you book.

THOMSON AIRWAYS CONDITIONS OF CARRIAGE

As you read these conditions, please note that:

"We", "our" "ourselves" and "us" means Thomson Airways Limited.

"You", "your" and "yourself" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "Passenger").

"AIRLINE DESIGNATOR CODE" means the two-characters or three letters which identify particular air carriers.

"AUTHORISED AGENT" means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.

"BAGGAGE" means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage.

"BAGGAGE CHECK" means those portions of the Ticket which relate to the carriage of your Checked Baggage.

"BAGGAGE IDENTIFICATION TAG" means a document issued solely for identification of Checked Baggage.

"CARRIER" means an air carrier other than ourselves, whose Airline Designator Code appears on your Ticket or on a Conjunction Ticket.

"CHECKED BAGGAGE" means Baggage of which we take custody and for which we have issued a Baggage Check.

"CONDITIONS OF CONTRACT" means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference, these Conditions of Carriage and notices.

"CONJUNCTION TICKET" means a Ticket issued to you in conjunction with another Ticket which together constitute a single contract of carriage.

"CONVENTION" means whichever of the following instruments are applicable:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed

- at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);
- the Warsaw Convention as amended at The Hague on 28 September 1955;
 - the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
 - the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
 - the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
 - Guadalajara supplementary Convention (1961) (Guadalajara);
 - The Montreal Convention (1999).

"COUPON" means both a paper Flight Coupon and an Electronic Coupon, each of which entitle the named passenger to travel on the particular flight identified on it.

"DAMAGE" includes death, wounding or bodily injury to a Passenger, loss, partial loss, theft or other damage, arising out of or in connection with carriage or other services incidental thereto performed by us.

"DAYS" mean calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the date of departure shall not be counted.

"ELECTRONIC COUPON" means an electronic flight coupon or other value document held in our database.

"ELECTRONIC TICKET" means the Itinerary/Receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.

"FLIGHT COUPON" means that portion of the Ticket that bears the notation "good for passage," or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

"FORCE MAJEURE" means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.

"ITINERARY/RECEIPT" means a document or documents we issue to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and notices.

"PASSENGER" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "you", "your" and "yourself").

"PASSENGER COUPON" or **"PASSENGER RECEIPT"** means that portion of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

"SDR" means a Special Drawing Right as defined by the International Monetary Fund.

"STOPOVER" means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

"TARIFF" means the published fares, charges and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.

"TICKET" means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, in each case issued by us or on our behalf, and includes the Conditions of Contract, notices and Coupons.

"**UNCHECKED BAGGAGE**" means any of your Baggage other than Checked Baggage.

ARTICLE 2 - APPLICABILITY

2.1 GENERAL

Except as provided in Articles 2.3 and 2.4, our Conditions of Carriage apply only on those flights, or flight segments, where our name or Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment.

2.2 SUB-CHARTERS OR SUBSTITUTE CARRIER

On occasions, it may be necessary for another carrier to operate a flight on our behalf under our Airline Designator Code, by way of a sub-charter. Under exceptional circumstances, we may arrange for another air carrier to carry you pursuant to your Ticket. Our Conditions of Carriage will nevertheless apply to such carriages.

2.3 OVERRIDING LAW

2.3.1 These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law in which event such Tariffs or laws shall prevail.

2.3.2 If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

2.4 CONDITIONS PREVAIL OVER REGULATIONS

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations we may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

ARTICLE 3 - TICKETS

3.1 GENERAL PROVISIONS

3.1.1 We will provide carriage only to the Passenger named in the Ticket, and you will be required to produce appropriate identification.

3.1.2 The purchased ticket is non-refundable. If you would like to amend your ticket, you will be charged for this.

3.1.3 You must ensure all names and details are entered correctly at the time of booking. You will receive an invoice once your booking is confirmed and should contact us straight away if there is something that you need to correct or if you don't receive an invoice within 7 days of confirming your booking.

Amendment Fees

3.1.4 Amendments to change a passenger name or passenger type e.g. from child to adult or vice versa are permitted only if the change applies to all segments of the relevant booking, and will incur an amendment fee.

3.1.5 An amendment to the departure date, duration, flights times, departure or arrival airport will incur a cancellation fee depending on how close to your departure date the change is made. The size of the charge depends on when we receive your notification – the more notice you give, the less we will charge.

Changes	29 days or more to departure	28 - 15 days to departure	14 - 0 days to departure
To change a name, passenger or passenger type.	£50 per person	£90 per person	100% of original fare
To change date, flight time, airport and/or duration	70% of original fare	90% of original fare	100% of original fare

3.2 PERIOD OF VALIDITY

3.2.1 Except as otherwise provided in the Conditions of Carriage, or in applicable Tariffs, a Ticket is valid for one year from the date of issue.

3.2.2 In the event of death of a Passenger en route, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family who are accompanying the Passenger may likewise be modified. Any such modification will be subject to a change fee charged in accordance with Article 3.1.2.

3.3 TICKET USE

3.3.1 The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure to the final destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you.

3.3.2 Should you wish to change any aspect of your transportation you must contact us in advance.

3.3.3 Each Flight Coupon contained in your Ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved.

3.4 NAME OF CARRIER

Our name may be abbreviated to our Airline Designator Code, or otherwise, our address shall be deemed to be TUI Travel House, Crawley Business Quarter, Fleming Way, Crawley RH10 9QL.

ARTICLE 4 - FARES, TAXES, FEES AND CHARGES

4.1 FARES

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your Ticket.

4.2 TAXES, FEES AND CHARGES

Applicable taxes, fees and charges imposed by government or other authority, or by the operator of an airport, shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in a tax, fee or charge shown on the Ticket, you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, you will be obliged to pay it. Similarly, in the event any taxes, fees or charges which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund.

4.3 CURRENCY

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our Authorised Agent, at or before the time payment is made.

ARTICLE 5 - RESERVATIONS

5.1 RESERVATION REQUIREMENTS

5.1.1 We or our Authorised Agent will record your reservation(s). We will provide you with written confirmation of your reservation(s).

5.1.2 Certain fares have conditions which limit or exclude your right to change or cancel reservations.

5.2 PERSONAL DATA

You recognise that personal data has been given to us for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, Authorised Agents, government agencies, Carriers or the providers of the above-mentioned services.

5.3 SEATING

We will endeavour to honour advance seating requests, however, we cannot guarantee any particular seat and in the event that your requested seat is unavailable, we shall refund any payment you have made in respect of such seat request. This shall be our sole obligation to you. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

5.4 SMOKING

You may not smoke on any aircraft operated by us. Failure to comply with such requirements may result in severe criminal penalties being brought against you. In addition, you shall also be liable for any costs resulting from any disruption incurred by us as a result of you not complying with this requirement and we shall be entitled to refuse you carriage on any return or subsequent flight. You're not allowed to use electronic cigarettes on the plane - this includes charging. They can be carried on as hand luggage only. You're not permitted to carry e-cigarettes within your hold luggage.

ARTICLE 6 - CHECK-IN AND BOARDING

6.1 Unless otherwise specified by us, or by any other applicable governmental or airport authority, the check-in deadline for a flight operated by us is 40 minutes prior to the scheduled departure time. In the event that you have not checked-in prior to the check-in deadline, we reserve the right to cancel your reservation and deny you boarding, without any right to a refund.

You can check in online prior to departure. When checking in online you will be required to provide your advanced passenger information. You'll be allocated your seats when you check in online. If you don't like the seats allocated, you can pay to select your seat. Sometimes we may need to change the seat allocated to you for operational or safety reasons or for persons with reduced mobility. Boarding cards must be printed on A4 paper and be clearly legible with no rips or tears. You must drop your bags off before bag drop closes, 45 minutes before your flight time. Just so you know, if you choose not to use our online check-in service, we reserve the right to charge a fee for airport check-in.

6.2 You must be present at the boarding gate not later than the time specified by us when you check-in, or if no time is specified, at least 20 minutes prior to the scheduled departure time.

6.3 We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

6.4 We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

ARTICLE 7 - REFUSAL AND LIMITATION OF CARRIAGE

7.1 RIGHT TO REFUSE CARRIAGE

7.1.1 In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. In this circumstance you will be entitled to a refund.

7.1.2 We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

7.1.2.1 such action is necessary in order to comply with any applicable government laws, regulations, or orders;

7.1.2.2 the carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other Passengers or crew;

7.1.2.3 your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to Passengers, to crew, or to property;

7.1.2.4 you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;

7.1.2.5 you have refused to submit to a security check;

7.1.2.5 (a) you have refused to provide us with personal details required for the purpose of aviation security and counter terrorism checks;

7.1.2.6 you have not paid the applicable fare, taxes, fees or charges;

7.1.2.7 you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroyed your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

7.1.2.8 you present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agent, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the Ticket;

7.1.2.9 you fail to observe our instructions with respect to safety or security;

7.1.2.10 your attire and/or any articles you carry, or intend to carry on board the flight are likely to be offensive to any passenger or crew;

In which case, the provision of Article 10.1 shall apply.

7.1.2.11 alternatively, at our discretion, we may agree to carry you but impose additional conditions for carriage which you must adhere to.

For the purposes of this section reference to “you” or “your” includes any other person in your party.

7.2 SPECIAL ASSISTANCE

Acceptance for carriage of unaccompanied children, persons who are not self reliant or persons with reduced mobility, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with us in accordance with our policy in this regard, which you can find

in <http://www.thomson.co.uk/editorial/information/customer-welfare.html>. Passengers with disabilities including reduced mobility who have advised us of any special requirements they may have prior to the time of booking and at any time thereafter until 48 hours before their departure time, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.

ARTICLE 8 - BAGGAGE

8.1 BAGGAGE ALLOWANCE

You may carry some Baggage with you onto the cabin subject to our conditions and limitations, which are available upon request from us or our Authorised Agents and are available on our web site.

8.2 EXCESS BAGGAGE

You will be required to pay a charge for carriage of Baggage in excess of your Baggage allowance. These rates are available from us upon request and are available at on our web site.

8.3 ITEMS UNACCEPTABLE AS BAGGAGE

8.3.1 You must not include in your Baggage:

8.3.1.1 items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations;

8.3.1.2 items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to; and

8.3.1.3 items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used.

8.3.2 Firearms and ammunition of any kind are prohibited from carriage as Baggage.

8.3.3 You must not include in Checked Baggage money, jewelry, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples or necessary medication.

8.3.4 If, despite being prohibited, any items referred to in Articles 8.3.1 to 8.3.3 (inclusive) are included in your Baggage, we shall not be responsible for any loss or Damage to such items. In addition, failure to comply with such requirements may result in severe criminal penalties being brought against you and you shall also be liable for any costs resulting from any disruption incurred by us as a result of you not complying with this requirement and we shall be entitled to refuse you carriage on any return or subsequent flight.

Information about unacceptable items, as well as our up to date policy in this regard, are available on our website or on request.

8.4 RIGHT TO REFUSE CARRIAGE

8.4.1 We will refuse to carry as Baggage the items described in Article 8.3, and we may refuse further carriage of any such items upon discovery.

8.4.2 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other Passengers. Information about unacceptable items is available on our website or on request.

8.4.3 We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and container unacceptable to us is available on our website or on request.

8.5 RIGHT OF SEARCH

For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in Articles 8.3.1 to 8.3.3 (inclusive). If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the event a search or scan causes Damage to you, or an x-ray or scan causes damage to your Baggage, we shall not be liable for such Damage unless this was due to our fault or negligence.

8.6 CHECKED BAGGAGE

8.6.1 Upon delivery to us of your Baggage which you wish to check in we will take custody of, and issue a Baggage Identification Tag for, each piece of your Checked Baggage.

8.6.2 Checked Baggage must have your name or other personal identification affixed to it.

8.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

8.7 UNCHECKED BAGGAGE

8.7.1 We may specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft. If we have not done so, Baggage which you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage.

8.7.2 Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in 8.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been

granted by us. You may have to pay a separate charge for this service.

8.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE

8.8.1 Subject to Article 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it immediately you will be responsible for any loss or damage caused as a result, we may also charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you. In these circumstances we may also charge you a storage fee.

8.8.2 Only the bearer of the Baggage Check and Baggage Identification Tag, is entitled to delivery of the Checked Baggage.

8.8.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

8.9 ANIMALS

If you wish to travel with an animal you must advise us at the time of booking. We may agree to carry such animal at your request but subject to the following conditions:

8.9.1 You must ensure that the animal is properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, it will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on our website or on request.

8.9.2 The animal, together with its container and food, shall not be included in your free Baggage allowance, but a handling fee shall be applied at the applicable rate.

8.9.3 If accepted, Guide or Assistance dogs accompanying Passengers with disabilities will be carried for a nominal charge, subject to conditions specified by us, which are available on our website or on request.

8.9.4 Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry unless we have been negligent.

8.9.5 We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

ARTICLE 9 - SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

9.1 SCHEDULES

9.1.1 The flight times shown in timetables may change between the date of publication and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.

9.1.2 Before we accept your booking, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide us with contact information, we will endeavour to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund in accordance with Article 10.2.

9.2 CANCELLATION, REROUTING, DELAYS, ETC.

9.2.1 We will take all necessary measures to avoid delay in carrying you and your Baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.

9.2.2 Except as otherwise provided by the Convention or the applicable law including, without limitation, EU Regulation 261/2004, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or cease to operate a route, we shall, at our option, either:

9.2.2.1 carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your Ticket; or

9.2.2.2 within a reasonable period of time re-route you to the destination shown on your Ticket by our own services or those of another carrier, or by other mutually agreed means and class of travel without additional charge. If the fare and charges for the revised routing are lower than you have paid, we shall refund the difference; or

9.2.2.3 make a refund in accordance with the provisions of Article 10.2.

9.2.3 Upon the occurrence of any of the events set out in Article 9.2.2, except as otherwise provided by the Convention, the options outlined in Article 9.2.2.1 through 9.2.2.3 are the sole and exclusive remedies available to you and we shall have no further liability to you.

9.3 DENIED BOARDING

If we are unable to provide previously confirmed space, we shall provide compensation to those Passengers denied boarding in accordance with applicable law including, without limitation, EU Regulation 261/2004, or if more favourable to you, our denied boarding compensation policy.

9.4 DIVERSIONS

In the event that, for reasons beyond our control, we are unable to land at the airfield at your destination and are required to divert to another airfield, then the carriage by air shall, unless the

aircraft continues to its original destination, be deemed to be completed when the aircraft lands at the diversion airfield. We shall however arrange or designate alternative transportation to carry you to your original destination as set out in your Ticket, without additional charge to you.

ARTICLE 10 - REFUNDS

10.1 TICKETS NON-REFUNDABLE

Except as provided for in Article 10.2 below, all Tickets issued for flights operated by us are non-refundable. There are no refunds if any ticket holder misses or cancels their flight. Any governmental, per passenger taxes and charges for unused flights, which may have been collected in respect of such flight are refundable upon request (subject to a £25 administration fee per booking).

You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your flight, or where you are unable to make your flight for reasons of Force Majeure.

10.2 INVOLUNTARY REFUNDS

10.2.1 If we cancel a flight, fail to operate a flight reasonably according to schedule, or cease to operate a route, the amount of the refund shall be:

10.2.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid; or

10.2.1.2 if a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used;

In either case (subject always to EU Regulation 261/2004), this being our limit of our liability to you.

10.3 CURRENCY

We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

ARTICLE 11 - CONDUCT ABOARD AIRCRAFT

11.1 GENERAL

11.1.1 If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience or Damage to other Passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft. If you are refused carriage because of your disruptive behaviour, or that you are under the influence of alcohol or drugs, we may pass on your details and date of the refusal of carriage to other airlines for their information. This in turn may make it difficult for you to book other airline tickets.

11.1.2 In the event that the aircraft is required to carry out an unscheduled landing in order to off-load you from the flight, as a result of your conduct on board the aircraft, you shall be responsible for all

costs incurred by us as a direct result of carrying out such an unscheduled landing. We may apply towards such payment of such costs, the value of any unused carriage on your Ticket, or any of your funds in our possession.

11.2 ELECTRONIC DEVICES

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted. You're not allowed to use electronic cigarettes on the plane - this includes charging. They can be carried on as hand luggage only. You're not permitted to carry e-cigarettes within your hold luggage.

ARTICLE 12 - ARRANGEMENTS FOR ADDITIONAL SERVICES

12.1 If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a Ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as agent for you and for the relevant suppliers, not as principal. The terms and conditions of the third party service provider will apply.

12.2 If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us upon request.

ARTICLE 13 - ADMINISTRATIVE FORMALITIES

13.1 GENERAL

13.1.1 You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

13.1.2 We shall not be liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

13.2 TRAVEL DOCUMENTS

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

13.3 REFUSAL OF ENTRY

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

13.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your Ticket, or any of your funds in our possession.

13.5 CUSTOMS INSPECTION

If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any Damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

13.6 SECURITY INSPECTION

You shall submit to any security checks by Governments, airport officials, Carriers or by us.

ARTICLE 14 - LIABILITY FOR DAMAGE

14.1 Our Liability to you will be determined by these Conditions of Carriage.

14.1.1 Unless otherwise stated herein, international travel, as defined in the Convention, is subject to the liability rules of the Convention.

14.1.2(a) Any liability we have for Damage, will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law.

14.1.2(b) We will be liable only for Damage occurring during carriage on flights. If we issue a Ticket or if we check Baggage for carriage on another carrier, we do so only as agent for the other carrier. Nevertheless, with respect to Checked Baggage, you may make a claim against the first or last carrier.

14.1.2(c) We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.

14.1.2(d) We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.

14.1.2(e) Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage to Checked Baggage shall be limited to SDR 17 per kilogram and in the case of Damage to Unchecked Baggage shall be limited to SDR 332 per Passenger where the Warsaw Convention applies to your journey, or 1000 SDRs for Checked and Unchecked Baggage, subject to proven damage, where the Montreal Convention applies to your journey provided that in either case if in accordance with applicable law different limits of liability are applicable such different limits shall apply. The current value of 1 SDR is approximately UK£0.80 but this rate of conversion may fluctuate. For the purposes

of the Warsaw Convention, if the weight of the Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage is equal to the applicable Baggage allowance for the class of carriage concerned. If in the case of Checked Baggage a higher value is declared in writing pursuant to an excess valuation facility, our liability shall be limited to such higher declared value.

14.1.2(f) Except where other specific provision is made in these Conditions of Carriage, we shall be liable to you only for recoverable compensatory Damages for proven losses and costs in accordance with the Convention.

14.1.2(g) We are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, including our property.

14.1.2(h) We shall have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage under Article 8.3, including fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, keys, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

14.1.2(i) We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

14.1.2(j) These Conditions of Carriage apply to our Authorised Agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such Authorised Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

14.1.2(k) Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

SPECIAL AGREEMENT

14.2 In respect of any claim for recoverable compensatory damages arising out of the death, wounding or other bodily injury of a Passenger in an accident taking place on board an aircraft on a flight (or in the course of any of the operations of embarking or disembarking):

14.2.1 we will not avail ourselves of any defence under Article 20 of the Convention, or any similar defence existing under applicable law, with respect to that portion of the claim which does not exceed 100,000 SDRs;

14.2.2 we will without delay, and in any event not later than fifteen (15) Days after the identity of the natural person entitled to compensation has been established, make such advance payments to such person as may be required to meet immediate economic needs on a basis proportional to the hardship suffered (such amount not to be less than the equivalent of SDR16,000 per passenger in the event of death). Any such advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid by us, but is only returnable if the Damage was caused by,

or contributed to by, the negligence of the Passenger or of the person who received the payment, or if the person to whom the payment was made was not the person entitled to compensation;

PROVIDED THAT we reserve all other defences available to us (whether under the Convention or otherwise) and all rights of recourse against any other person, including (without limitation) rights of contribution and indemnity.

To view a summary of our liability for Passengers and Baggage please see section *Air Carrier Liability for Passengers and their Baggage* in our Booking Conditions above.

ARTICLE 15 - TIME LIMITATION ON CLAIMS AND ACTIONS

15.1 NOTICE OF CLAIMS

15.1.1 Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

15.1.2 If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within seven (7) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

15.2 LIMITATION OF ACTIONS

Any right to Damages shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

ARTICLE 16 - OTHER CONDITIONS

Carriage of you and your Baggage is also provided in accordance with our Booking Conditions above as well as certain other rules, regulations, conditions and/or policies ("Regulations") applying to or adopted by us. These Regulations, as varied from time to time, are important, The Regulations concern, among other things; the carriage of hand luggage, sporting equipment, unaccompanied minors, pregnant women, sick Passengers or Passengers with reduced mobility, restrictions on use of electronic devices and items, the on board consumption of alcoholic beverages, as well as deadlines for check-in and boarding. The Regulations are available from us on request or on www.thomsonfly.com.

Our Booking Conditions and the Regulations are incorporated by reference into and made part of these Conditions of Carriage.

ARTICLE 17 - INTERPRETATION

The title of each Article of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.

ARTICLE 18 – CHOICE OF LAW AND JURISDICTION

Unless otherwise provided by the Convention or any applicable law, regulations, orders or requirements the Conditions of Carriage and any carriage that we agree to provide to you (whether relating to yourself and/or your baggage) shall be governed by the laws of England and any dispute between us concerning or arising out of such carriage in any way whatsoever shall be subject to the non-exclusive jurisdiction of the Courts of England and Wales.

THOMSON AIRWAYS LIMITED

(Name of Carrier)